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IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

United States Courts
Southern District of Texas
ENTERED

APR 21 2006

JOSEPHINE PEREZ, INDIVIDUALLY
AND A/N/F OF CELESTE PEREZ, A
MINOR

Plaintiffs

vs.

COOPER TIRE & RUBBER CO., INC.
AND THE PEP BOYS - MANNY MOE
& JACK OF DELAWARE, INC.

Defendants

Michael N. Milby, Clerk of Court

CIVIL ACTION NO. G-05-164

AGREED FINAL JUDGMENT

On this date came to be heard the above-styled and numbered cause when appeared Plaintiffs Josephine Perez, Individually and as Next Friend of Celeste Perez, a minor, (hereinafter "Plaintiffs"), and Defendants, Cooper Tire & Rubber Company and The Pep Boys - Manny Moe & Jack of Delaware, Inc. (hereinafter "Defendants"), by and through their attorneys of record. The parties, having waived a jury, announced to the court that an agreement for confidential settlement of all matters in controversy between Plaintiffs in their representative capacity as set out above, and Defendants have been entered into, and

IT APPEARING TO THE COURT THAT the total settlement is in consideration for all of Plaintiffs' alleged claims and damages against Defendants; and

IT FURTHER APPEARING TO THE COURT that an agreement for settlement has been reached between Plaintiffs and Defendants as set forth in the "Confidential Release and Indemnity Agreement" (the "Agreement"). The terms of said Agreement provide, in part, that Defendants provide payment to Plaintiffs through their attorneys;

IT FURTHER APPEARING TO THE COURT that the terms of said Agreement provide that the taxable court cost will be paid by the party incurring same; and

IT FURTHER APPEARING TO THE COURT that the terms of said Agreement provide that Plaintiffs will pay all fees due to attorneys of Plaintiffs from the settlement amounts set forth in the Agreement, including the guardian ad litem fees. Plaintiffs and Plaintiffs' attorneys acknowledge and agree that Defendant, Cooper Tire & Rubber Company, and Defendant, The Pep Boys – Manny Moe & Jack of Delaware, Inc., shall bear no responsibility for payment of Plaintiffs' attorneys fees, including the Guardian Ad Litem's fees.

IT FURTHER APPEARING TO THE COURT that the terms of said Agreement provide that the settlement is to be considered a full and final settlement of and a complete release, discharge and bar to all claims, demands, controversies, actions or causes of action by or on behalf of Plaintiffs against Defendant, Cooper Tire & Rubber Company, and Defendant, The Pep Boys – Manny Moe & Jack of Delaware, Inc., their agents, servants, subsidiaries, authorized dealers, affiliates, insurers, successors, advertisers, marketing companies, legal representatives, attorneys, distributors, employees, directors, members, officers, shareholders, and any parent, successor or predecessor corporations thereof, and all other persons, firms, organizations, or corporations in privity with the aforementioned released parties, persons or entities, for any and all actual damages, including but not limited to, damages for personal injuries, physical impairment, physical pain and suffering, mental anguish, pecuniary loss, medical expenses, hospital or other medical bills, or any other expenses, losses or damages, of any kind or character, or of whatever description, which claims or causes of action may have been held, or may now or in the future be owned or held by or on behalf of Plaintiffs which in any way arise from, result from or in any way relate to the accident which is alleged to have occurred on or about September 26, 2004. Plaintiffs understand and agree that the Agreement may

be pled as an absolute and final bar to any and all suits, claims, actions or causes of action released by the Agreement; and that all releases that pertain to the liability of the aforementioned parties, persons and/or entities shall become final, irrevocable and absolute upon the signing of the Agreement.

IT FURTHER APPEARING TO THE COURT that Plaintiffs Josephine Perez, Individually and as Next Friend of Celeste Perez, a minor, are authorized to settle and compromise all claims.

IT FURTHER APPEARING TO THE COURT that Plaintiffs and Defendants and their attorneys have agreed to keep the terms and amount of their settlement strictly confidential as set forth in the Confidential Release and Indemnity Agreement, and that neither Plaintiffs, Defendants, or their attorneys, nor any employees or staff members of the attorneys will reveal such information; and

IT FURTHER APPEARING TO THE COURT that after reviewing the pleadings in this case and the evidence thereon finds that the agreement of settlement is **FAIR AND EQUITABLE** to all parties including Plaintiffs Josephine Perez, Individually and as Next Friend of Celeste Perez, a minor.

The guardian ad litem and Plaintiffs Josephine Perez, Individually and as Next Friend of Celeste Perez, a minor, hereby state their belief that the settlement is in the best interest of the minor child, Celeste Perez.

IT FURTHER APPEARING TO THE COURT that after reviewing the pleadings in this case and the evidence thereon finds that the agreement of settlement is **IN THE BEST INTEREST OF** Celeste Perez, Minor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiffs shall pay for any nursing, hospital, doctor, psychiatric or other medical expenses incurred by or on behalf of Plaintiffs

to date based in any way on the accident referenced above out of the proceeds of the settlement within a reasonable time after receipt of the settlement funds; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any and all attorney's fees, litigation expenses or other such costs incurred by Plaintiffs shall be paid from the settlement proceeds as set forth in the Confidential Release and Indemnity Agreement, including the guardian ad litem fees; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that taxable court costs shall be paid by the party incurring same; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the periodic payments to be made to the Minor may not be accelerated, deferred, increased, decreased, anticipated, sold, assigned, pledged or encumbered either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance has been approved in advance, after a showing of extraordinary cause, in an Order of the District Court, Southern District of Texas, Galveston Division as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state structured settlement protection statute; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the court appointed guardian ad litem, David P. Walker, be awarded the sum of Fifteen Thousand DOLLARS (\$15,000.00) for his services which is hereby assessed, to be paid from the settlement proceeds as set forth in the Confidential Release and Indemnity Agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon rendition of the foregoing Judgment, Defendant, Cooper Tire & Rubber Company, and Defendant, The Pep Boys - Manny Moe & Jack of Delaware, Inc., have fully paid and discharged same in its entirety, in the manner prescribed in this Judgment, together with payment of costs as set out herein above; and in

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accordance with the provisions of this Judgment, Defendant, Cooper Tire & Rubber Company, and Defendant, The Pep Boys – Manny Moe & Jack of Delaware, Inc., and the other aforementioned released parties, persons or entities, and all other persons, firms, organizations or corporations in privity with same are fully discharged and released from any liability based upon any claims, demands, actions or causes of action made or claimed by Plaintiffs or anyone acting in or on Plaintiffs' behalf and arising from the accident made the basis of the above styled and numbered cause of action; and

FINALLY, IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all claims or causes of action by Plaintiffs against Defendant, Cooper Tire & Rubber Company, and Defendant, The Pep Boys – Manny Moe & Jack of Delaware, Inc., be dismissed with prejudice to the refiling of same in any form whatsoever;


All other relief not heretofore specifically granted is denied.

SIGNED this 20th day of April 2006.


Samuel B. Keat, Judge Presiding

APPROVED AS TO FORM:

VUJASINOVIC & BECKCOM, L.L.P.


Brian Beckcom
State Bar No. 01159820
Federal Bar No. 24318
1001 Texas Avenue, Suite 1020
Houston, Texas 77002
Telephone: (713) 224-7800
Facsimile: (713) 224-7801

COUNSEL FOR PLAINTIFFS

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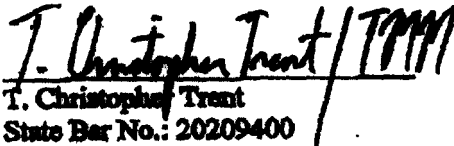
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JOHN STEVENSON & ASSOCIATES, P.C.
John Stevenson, Jr.
State Bar No. 19196050
Federal Bar No.: 3992
24 Greenway Plaza, Suite 750
Houston, Texas 77046
Telephone: (713) 622-3223
Facsimile: (713) 622-3224

OF COUNSEL FOR PLAINTIFFS

**JOHNSON, SPALDING, DOYLE,
WEST & TRENT, L.L.P.**


T. Christopher Trent

State Bar No.: 20209400
Federal Bar No.: 14244
910 Travis, Suite 1700
Houston, Texas 77002
Telephone: (713) 222-2323
Facsimile: (713) 222-2226

ATTORNEY IN CHARGE FOR DEFENDANTS
COOPER TIRE & RUBBER COMPANY AND
THE PEP BOYS - MANNY MOE & JACK OF DELAWARE, INC.

**JOHNSON, SPALDING, DOYLE,
WEST & TRENT, L.L.P.**

Raphael C. Taylor
State Bar No.: 00788514
Federal Bar No.: 17278
910 Travis, Suite 1700
Houston, Texas 77002
Telephone: (713) 222-2323
Facsimile: (713) 222-2226

OF COUNSEL FOR DEFENDANTS
COOPER TIRE & RUBBER COMPANY AND
THE PEP BOYS - MANNY MOE & JACK OF DELAWARE, INC.

ATTORNEY AT LAW

A handwritten signature in black ink, appearing to read 'D. Walker', written over a horizontal line.

David P. Walker

1919 Sealy Ave.

Galveston, Texas 77550

Telephone: 409-762-1755

Facsimile: 409-762-1755

**GUARDIAN AD LITEM FOR MINOR PLAINTIFF,
CELESTE PEREZ**